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Title: **Massena, Village of and Massena Unit 8407, CSEA, Local 1000 AFSCME, AFL-CIO (2008)**

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AGREEMENT
BETWEEN
VILLAGE OF MASSENA
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME/AFL-CIO
MASSENA UNIT
8407

JUNE 1, 2008 TO MAY 31, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 30 2009

ADMINISTRATION



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ARTICLE I - APPLICABLE LAW

This agreement is subject to the Public Employment Act, the other provisions of the Civil Service Law, Judiciary Law, Civil Practice Laws and Rules, and local laws and ordinances of the Village of Massena, hereinafter known as the "Village," not inconsistent with said action and shall govern the terms and provisions of this Agreement.

ARTICLE II - RECOGNITION

SECTION 1

The Village recognizes the Massena Unit 8407, Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, hereinafter known as "CSEA" as the sole and exclusive representative for all bargaining unit employees. The bargaining unit shall include all Public Works employees and all Massena Police Department Civilian Dispatchers. The bargaining unit does not include the Superintendent of Public Works, Superintendent of Wastewater and Water Plants, Village Engineer, Street Foreman, Water Department Foreman, Department of Public Works Senior Clerk, Village - Town Hall Office Personnel, or any temporary, part-time and seasonal clerical.

Note: Exclusions from the provisions of the Bargaining Agreement in accordance with past practice may continue to be granted for such personnel, but not limited to, JTPA, PWP, Summer Youth Employment Program(s) and Summer Help on a case by case basis signed by the President of CSEA Unit 8407

SECTION 2

CSEA shall have exclusive rights to payroll deduction of dues and Union sponsored insurance, and benefit program premiums shall be remitted to the CSEA, Capital Station, P.O. Box 7125, Albany, New York 12224 on a payroll period basis.

The Village agrees to submit to CSEA, Capital Station, P.O. Box 7125, Albany, New York 12224 each payroll period, a list itemizing the deductions of each employee.

SECTION 3

The Village agrees that the Massena Unit of CSEA shall be the sole and exclusive representative for all employees described in Article II, Section 1, for the purpose of collective bargaining and grievances for the maximum period of time allowed by law.

SECTION 4

The Massena Unit of CSEA affirms that it does not assert the right to strike against the Village, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

ARTICLE II RECOGNITION (CONTINUED)

SECTION 5

CSEA, having been recognized or certified as the exclusive representative of employees within the negotiating unit represented by this Agreement, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA. The fiscal officer making such deductions will transmit these amounts to CSEA, Capital Station, P.O. Box 7125, Albany, New York 12224. These deductions will be accompanied by a listing indicating the names and addresses of those employees who are not members of CSEA. CSEA agrees to hold Village safe and harmless because of said deductions.

SECTION 6

Within 30 days of the signing of this Agreement, the Village shall supply to the President of the Unit, a list of all employees in the bargaining unit showing the employee's full name, home address, employee identification number, job title, work location, membership status, insurance deduction, and date of employment. Such information shall hereafter be provided to the President of the Unit upon request or when employees are added or removed from the bargaining unit.

SECTION 7

All new full time, permanent employees shall be on a probationary period for 60 days after the date of employment. The employee shall not be considered a member of the CSEA Union until after the 60-day probationary period.

SECTION 8

A meal allowance of five (5) dollars shall be paid to employees called in between the hours of midnight and 6:00 a.m. and finish working an eight (8) hour scheduled shift without interruption. Employees on scheduled midnight shift do not qualify for the meal allowance.

SECTION 9

New employees are required to obtain a CDL Class B License within 60 calendar days of hire date. CDL does not apply to dispatchers. Water and Wastewater Plant personnel have one year from date of hire to obtain CDL Class B License.

The Superintendent of Public Works will determine the need for additional CDL requirements including what departments and number of CDL Class A licenses required. Employees wanting a CDL Class A position will be selected by seniority in their respective departments.

ARTICLE II RECOGNITION (CONTINUED)

SECTION 9 (CONTINUED)

The Village of Massena shall cover the costs of obtaining the CDL license. These costs are limited to the learner's permit, road test, license, and license renewal. The Village will provide the equipment needed for the road test and provide On-The-Job Training to the extent possible as per past practice. Any external costs of items such as, but not limited to, driver training school or equipment rental will be the responsibility of the employee.

SECTION 10 – UNION RELEASE TIME

Leave with pay shall be granted to appointed Association representative(s) to attend official Association functions. Union release time shall be one hundred and four (104) hours per contract year, provided the unit sends two delegates to the CSEA state convention. If one (1) delegate is sent, seventy-four (74) hours will be granted per contract year. If no delegates from the unit are sent, forty-four (44) hours will be granted per contract year. No release time will be allowed from December 1st to April 15th. Unit president will notify the Superintendent of Public Works in writing one week in advance of requested leave date. Union release time will sunset May 31, 2012.

SECTION 11

Massena Paid Firefighters/fire-drivers may perform monthly hydrant operational tests and flushing only. Department of Public Works personnel shall perform annual flushing of hydrants. Removal of snow around fire hydrants may be accomplished manually by the fire department. DPW personnel shall operate any heavy equipment required to remove snow from around the fire hydrants.

ARTICLE III - PAY PLAN

FIRST YEAR:

Three and one half (3.5) percent increase across the board, retroactive to June 1, 2008

SECOND YEAR:

Three and one half (3.5) percent increase across the board, effective June 1, 2009.

THIRD YEAR:

Three and one half (3.5) percent increase across the board, effective June 1, 2010.

ARTICLE III - PAY PLAN CONTINUED

FOURTH YEAR:

Three and one half (3.5) percent increase across the board, effective June 1, 2011.

SECTION 1 - NEW APPOINTMENTS

All new employees will be placed at Step A of the schedule with no employee being hired at a rate above any present incumbent of the same classification.

SECTION 2 - ANNUAL INCREASES

A. Step increases within each appropriate pay grade shall be made annually, effective June 1st.

B. Upon completion of four (4) years at Grade 9, an employee shall move to Grade 10. Movement shall be made on the employee's anniversary date.

Civilian Dispatchers, upon completion of four (4) years at grade 5, shall move to Grade 6. Movement shall be made on the employee's anniversary date. Civilian Dispatchers, who currently have four years or more, will move automatically to grade 6.

C. All present employees not on Step F of the increment schedule will move to their next step within the schedule on the first day of June of each contract year. A description of Grade assignments by job classification is amended hereto as Schedule B.

D. Effective January 1, 2005, and thereafter June 1st of each year, any bargaining unit member who has completed eight (8) years of service, and has not attained a grade 12 pay grade, shall increase one (1) pay grade. (i.e. grade 10 advances to grade 11) (SEE NOTE BELOW)

E. Effective June 1, 2005, and thereafter June 1st of each year, any bargaining unit member who has completed twelve (12) years of service, and has not attained a grade 12 pay grade, shall increase one (1) pay grade. (i.e. grade 11 advances to grade 12) (SEE NOTE BELOW)

F. Effective January 1, 2006, and thereafter June 1st of each year, any bargaining unit member who has completed sixteen (16) years of service, and has not attained a grade 15 pay grade, shall increase one (1) pay grade. (i.e. grade 14 advances to grade 15) (SEE NOTE BELOW)

ARTICLE III - PAY PLAN CONTINUED

SECTION 2 - ANNUAL INCREASES (CONTINUED)

Any bargaining unit member who bids on and receives movement to a position, which is a lateral move or a demotion from their original classification and pay grade and has received a pay increase under Section 2D, E or F, shall decrease one (1) pay grade for one (1) year. This clause does not apply if the lateral move is for a shift change only.

(Example: An employee is classified as a heavy equipment operator grade 10, being paid at grade 13 for sixteen (16) years of service. The new position is a sanitation classification at grade 10. The employee would be paid at the lower pay grade 12 for one (1) year before returning to pay grade 13.)

NOTE: There will be only one pay grade change between years of service eight (8) and twelve (12), twelve (12) and sixteen (16), and sixteen (16) and above as described in paragraphs D, E and F.

SECTION 3 - PROMOTIONS

Promotions shall be made in such manner that the employee involved receives a salary increase equivalent to at least the salary differential between the first and second year increment for his new grade. In the event his new salary does not provide said differential, he shall be assigned to the next higher increment in his new salary grade which will provide at least this increase. In special cases where the amount of increase between the employee's former pay and the new pay is inadequate, the Village Board is authorized to adjust the new pay rate by an additional increment.

SECTION 4 - TRANSFERS

- A. An employee who is transferred from one department to another, and continues in their same job classification, shall continue at their same pay grade.
- B. An employee who is transferred from one department to another, and assumes duties of another job classification in a lower pay grade shall be reduced to that pay grade but will remain at their current step.

SECTION 5 - DEMOTIONS

An employee who is demoted shall be reduced to the maximum pay grade and step for their new job classification, or shall continue at the same pay grade and step, whichever is lower.

ARTICLE III PAY PLAN (CONTINUED)

SECTION 6 - TEMPORARY, PART-TIME, SEASONAL EMPLOYEES

Not applicable to this contract.

SECTION 7 - GRADE CHANGES

A. When a pay grade for a job classification is raised, an employee in the job classification shall be placed at the step in the new pay grade which would give them a pay increase of at least the difference in pay between the first and second steps for their new pay grade.

B. When a pay grade for a job classification is lowered, an employee shall be retained at the same pay grade but, shall not be eligible for subsequent raises if their pay is above the maximum for the pay grade.

SECTION 8 - INTERPRETATION OF PAY PLAN

The Village Board is authorized to make any necessary administrative interpretation of the pay plan with notification to CSEA.

SECTION 9 - CHANGES IN PAY PLAN

All changes in amounts of pay grades and assignment of classes to pay grades shall be made by amendment to the Pay Plan by approval of the Village Board.

SECTION 10 - SENIORITY

Seniority shall not be lost because of absence due to illness, authorized leaves of absence, or other temporary lay off.

Dispatcher seniority amongst their department will be established by original date of hire with unbroken service.

SECTION 11

All employees will have the option of direct deposit for their paychecks.

ARTICLE IV - BEREAVEMENT LEAVE

Employees, upon request, shall be entitled to three-(3) days leave for a death in the immediate family. Such days must fall within one seven (7) consecutive day period, encompassing either the death or the funeral or memorial service in lieu of funeral. One day may be carried over for spring-time burial. Payment shall be made at the employee's

ARTICLE IV - BEREAVEMENT LEAVE (CONTINUED)

regular straight time hourly rate. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

Immediate family to consist of the following: Spouse, Father, Mother, Children, Brother, Sister, Father-In-Law, Mother-In-Law, Stepchild, Stepparents, Step-brother, Step-Sister, Grandparents, Grandchildren, and Significant Other.

Note: Significant Other is defined as "spouse-like" and must reside in the employee's home.

ARTICLE V - VACATION

All accrued vacation must be taken between January 1, and December 31, of each year. No vacation time is accumulative except as stated below. All requests for vacation are subject to approval after consideration of the employee's responsibilities and the needs of the Village.

Vacation Accumulation:

After 6 months = 1 week
1 year Anniversary = 1 week
2 years = 1 week + 2 days
3 years - less than 5 years = 2 weeks
5 years - less than 9 years = 3 weeks
9 years - less than 15 years = 4 weeks
15 years or more = 5 weeks

An employee can carry over earned vacation from one year to the next with a maximum of 10 unused vacation days.

In establishing the vacation period, one week is equivalent to the employee's normal work week.

There will be no loss of time or accrued vacation due to the employee's not being able to take their vacation because of Village needs. Accumulated earned vacation time will be paid an employee upon retirement.

During each calendar year, the employee (excluding Civilian Police Dispatchers) can use up to ten (10) single days as vacation; three (3) of these single days can be used as half days, six (6) half days in total as vacation, and one (1) of the ten (10) single vacation days can be used in hourly segments, with notification to the employee's supervisor.

A group of three days or less may be taken twice during the calendar year, provided the request for vacation was approved a minimum of two work days prior to vacation start.

ARTICLE V – VACATION (CONTINUED)

Effective June 1, 1987, there will be no mandatory vacation during the week of the 4th of July.

Upon approval, vacation in the winter (which is understood to be the first Wednesday after Thanksgiving until on or about mid-April) may be taken, however:

- A. The needs of the village are addressed prior to granting approval;
- B. Approval must come from Street Superintendent, Plant Superintendent, respectively, with final approval from the Superintendent of Public Works;
- C. Only one employee from Streets, Garbage and Water may be considered and allowed at any one time;
- D. Plant personnel will be considered per Plant Superintendent, approval pending workload of plants; and
- E. Special consideration will be considered for extraordinary circumstances.

An employee who is injured and goes on Workman's Compensation and cannot return to work that calendar year, may carry over his unused vacation time accrued, according to the following schedule:

- An employee working here for one (1) year can carry over no more than five (5) days (one (1) week).
- An employee working here for two (2) years can carry over no more than seven (7) days (one (1) week, two (2) days).
- An employee working here for three (3) years, but less than five (5) years, can carry over no more than ten (10) days (two (2) weeks).
- An employee working here for five (5) years, but less than nine (9) years, can carry over no more than fifteen (15) days (three (3) weeks).

ARTICLE V – VACATION (CONTINUED)

- An employee working here for nine (9) years or more can carry over no more than twenty (20) days (four (4) weeks).
- An employee working here for 15 years or more can carry over no more than twenty-five (25), (five (5) weeks).
- Maximum amount of carry over is twenty-five (25) days for individuals on Workman's Compensation, if they have accrued according to the schedule.
INTENT: Employee injured during a calendar year will not lose vacation for the calendar year of injury.

Dispatchers

One (1) vacation day may be taken in either, two (2) six (6) hour increments or three (3) four (4) hour increments.

No more than five (5) single days can be used in a calendar year. One day may be used in either six (6) hour or four (4) hour increments.

After 6 months.....	36 hours
One (1) year anniversary.....	48 hours
2 years.....	72 hours
3 years but less than 5 years.....	84 hours
5 years but less than 9 years.....	120 hours
9 years but less than 15 years.....	168 hours
15 years or more.....	204 hours

(A day equals 12 hours.)

ARTICLE VI - HOLIDAY SCHEDULE

The following days, with pay, shall be recognized as holidays for the purpose of this Agreement and shall be applicable to all employees except as otherwise indicated:

(NOTE: See Dispatcher clause below for exceptions)

New Year's Day	Columbus Day	Good Friday
Veteran's Day	Memorial Day	Thanksgiving
Independence Day	Christmas Day	Labor Day

3 Floating Holidays (two floating holidays may be taken hourly)

ARTICLE VI - HOLIDAY SCHEDULE (CONTINUED)

When any of these holidays falls on Sunday, the following Monday will be recognized as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

During the winter schedule, Christmas Day and New Year's Day will be scheduled "off" if they fall on a Saturday or Sunday.

Sanitation crew to be paid their normal days pay (10 hours) for holidays.

The three floating holidays can be used at the employee's discretion during each contract year, with notification to the employee's supervisor. Employees wishing to take a floating holiday on the day after Thanksgiving, and/or Christmas Eve, must give seven (7) days prior notice. Management shall have the right to deny a floating holiday, for these two days only, if the request is less than seven (7) days.

Dispatchers

Only one (1) floating holiday may be taken hourly, subject to Personnel Policy 6.05.

All dispatchers will be compensated (paid) twelve (12) hours for all holidays here-fore considered holiday pay. If the employee so chooses, they may trade the holiday pay for twelve (12) hours lieu time. This said, trade for lieu time is accrued at regular/straight time.

All holidays worked will be paid at time and one-half the normal rate of pay for all hours worked. This is in addition to their holiday pay.

All accrued lieu time, except for Memorial Day (which shall be carried to the following fiscal year), shall be used by May 31st. All remaining unused lieu time, as of May 31st, shall be paid at the regular rate by June 30th of new fiscal year.

ARTICLE VII - SICK LEAVE

SECTION 1: PURPOSE

The purpose of these regulations is to establish uniform provisions for sick leave applicable to employees of all departments of the Village of Massena.

ARTICLE VII - SICK LEAVE (CONTINUED)

SECTION 2 - DEFINITIONS

The term "Village Employee" shall include all employees who constitute the bargaining unit as defined in Article II, Section 1 of this Agreement. Seasonal or temporary employees are specifically excluded from coverage under this sick leave plan.

SECTION 3 - GENERAL PROVISIONS

Absence from work by a Village employee by reason of sickness or disability of the employee or an immediate family member who resides in their household shall be allowed as provided in this section and not otherwise. Absence from work for such reasons, if duly granted by the department head, shall be considered and known as "sick leave."

An employee may use up to ten (10) days sick leave in the event that an immediate family member has a terminal illness with death imminent. Employees may also use this benefit for their significant other. Significant other is defined as "spouse like". Family members must qualify for Hospice care for employees to use this benefit.

SECTION 4 - ELIGIBILITY REQUIREMENTS

- A. Subject to the terms and conditions hereinafter provided, and in addition to any annual vacation and holidays, all employees of the Village of Massena who have been regularly and continuously employed for a period of one (1) month prior to the request for sick leave shall be allowed to accumulate sick leave at the rate of one (1) day (8 hours) (12 hours for Civilian Dispatchers) for every month worked, starting with the second month of continuous employment.
- B. Sick leave may be accumulated to a maximum of 265 days.
- C. No employee shall receive any part of their compensation while absent from duty because of sickness or disability except as herein provided.
- D. In the event of absence with pay because of illness or disability, the number of days of such absence during any one (1) calendar year shall be charged against sick leave credit.
- E. Sick Leave Pool: A criteria has been set up by the Union (Schedule C), and administered by the Union.

ARTICLE VII - SICK LEAVE (CONTINUED)

SECTION 5 - PROOF OF SICKNESS OR DISABILITY

Any employee who is unable to report for duty because of illness or physical disability shall immediately notify their department head of that fact and shall state the nature of their illness or disability, or in the event they are unable to do so on their own behalf, a responsible person may make this report for them. Prior to the end of the following pay period, they shall present to their department head a letter or written statement from the attending physician attesting to such illness or disability if it is in excess of two consecutive days. In the absence of such a letter, time lost shall not be considered sick leave and such employee shall receive no compensation for days not worked. In the event an employee develops a pattern of repeated sick leave use, that employee may be required to submit to the department head a letter or written statement from an attending physician attesting to such illness or disability.

SECTION 6 - EARNED SICK LEAVE

No employee will have the right to take a sick day unless it has already been earned.

There will be no "2 for 1" penalty of which the Union expressed concern during negotiations.

"2 for 1" Clarification: An employee absent due to an illness in any given month, shall not lose the sick day accumulated for that month (i.e., John Doe is sick two days in March; he will not lose the one day of accumulated sick day for the month of March).

SECTION 7 - COMPENSATION BENEFITS

In the event of illness or disability which is covered under Workmen's Compensation, an employee shall elect in writing, to be filed with their department head, whether they desire to have sick leave with pay during the period of their disability or to draw Workmen's Compensation benefits rather than use up their accumulated sick leave. Under no conditions shall sick leave be paid while compensation benefits are being drawn.

SECTION 8 - DAYS LOST

Compensable absences by an employee due to bereavement, vacation, military or any on-the-job injury, will be counted as a day worked for the purpose of sick leave accumulation.

SECTION 9 - SICK LEAVE INCREMENTS

Sick leave must be taken in increments of at least one hour.

ARTICLE VII - SICK LEAVE (CONTINUED)

SECTION 10 - PENALTIES

- A. Where an employee, because of sickness or disability, is required to remain away from their department beyond their sick leave allowance, the department head, in their judgment, may petition the Village Board that additional sick leave with pay be granted, due consideration being given to the employee's service prior to the effective date of this regulation.
- B. Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of an employee, his accumulated and unused sick leave time shall be cancelled and not paid for.
- C. Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed a just cause for disciplinary proceedings. Department of Public Works General Regulations and grievance procedures will be followed.

SECTION 11 - UNUSED SICK LEAVE CREDIT AT RETIREMENT

In accordance with the rules and regulations of the New York State Employee's Retirement System, an employee at the time of their retirement from the Village of Massena may add to their earned service credit for retirement service, service credit equal to the unused sick leave credit remaining on the day immediately prior to their retirement. Such unused sick leave credit shall not exceed 165 days.

SECTION 12 - PAYMENT FOR UNUSED SICK LEAVE AT RETIREMENT

For the life of this Agreement, a cash payment for accumulated sick leave at retirement shall be based upon the scale below using current hourly rate:

50 to 265 days - payment of 70% of accumulated days

After 50 days, benefit calculated to first day.

Accumulated earned sick time in accordance with the method of payment expressed in this section, and accumulated and earned vacation time, shall be paid to the beneficiary of a deceased employee.

SECTION 13 - ZERO LOST TIME AWARDS

All zero lost time awards shall be paid in cash. These payments are to be made the first full pay period in January of each contract year. Payments are to be made as per Schedule D.

ARTICLE VII SICK LEAVE (CONTINUED)

Employees will be allowed to turn in up to two floating holidays, for two sick days used, so as to qualify for zero lost time award.

SECTION 14 - RESIGNATION/TERMINATION

Bargaining unit employees who resign or are terminated may donate one half of their unused sick time to replenish the sick leave pool to a 200-day maximum. If the employee sick leave pool has a balance of 200 days or more at the time of said resignation/termination, no time will be donated.

ARTICLE VIII - WORKER'S COMPENSATION

- A. Compensation for on-the-job injuries to be paid directly from compensation carrier's fund.
- B. Effective June 1, 1995, the difference between compensation wages and 80% of the employee's gross regular wage will be paid to the employee by the Village.
- C. Lost time not covered by compensation may be collected from the sick fund, and sick leave will be reimbursed when monies are received from individual or carrier. This Article covered by New York State Compensation Law.
- D. The day the employee is injured, they shall receive pay for the day with no charge to their sick leave, vacation leave, or personal leave credits.
- E. Employee shall be granted time off (without pay) to attend their Worker's Compensation hearing.

ARTICLE IX - HEALTH, DENTAL AND VISION INSURANCE

SECTION 1 - COVERAGE

The employees covered under this Agreement (and their eligible dependents based upon plan eligibility guidelines) will be eligible to participate in a Village provided major medical, dental, and vision care health plan with no premium contribution by the employee. The current major medical plan provided by the Village shall be administered by the New York State Health Insurance Program (NYSHIP) and shall be commonly referred to as the "Core Plus Option". The current dental and vision care plans shall be administered by the CSEA Employee Benefit Fund and commonly referred to as the "CSEA horizon" plan and "CSEA platinum 12" plan.

NOTE: The CSEA dental and vision plans are only applicable if the CSEA Local 1000 AFSCME Massena Unit # 8407 participates.

ARTICLE IX - HEALTH, DENTAL AND VISION INSURANCE (Continued)

The plans may change in provider and/or coverage, through no intentional action by the Village, including, but not limited to, co-pays, deductibles, and network providers. The Village reserves the right to review the plans and to explore and/or propose alternate health care options at any time. The CSEA Local 1000 AFSCME Massena Unit # 8407 agrees to participate in the review and proposal/selection of alternate plans without requiring the current contract to be opened for negotiation. Actual implementation of an alternate plan would result in the reopening of this agreement for healthcare only.

SECTION 2 - COVERAGE FOR RETIREES

Upon retirement, and regardless of age of the retiree, the Village shall continue to provide major medical health and dental plans to said retiree and their eligible dependents on the same basis as the Village provides said coverage to active employees including applicable premium contributions. Retiree's may participate in the vision care program provided; cost will be borne solely by the retiree. Upon becoming Medicare eligible by either age or medical condition, the retiree or dependent must register for Medicare A & B at which time the Village shall provide, at the Retiree's option, either the current active employee health plan or AARP Medicare Supplement Plan "E". If the option of AARP Medicare Supplement Plan "E" is chosen, retiree and/or dependent is required to be a member of AARP.

NOTE: Under the regulations of the current New York State Health Insurance Program (NYSHIP) the Retiree must be enrolled in order for the dependents to be covered. (i.e. the Retiree over 65 must be on NYSHIP if a dependent under 65 is to be covered).

SECTION 3 – WAVIER OF COVERAGE

Any employee may waive coverage under the Village's health insurance plan. The Village will pay an annual sum of \$1,200.00 to each employee (\$600.00 per spouse when both are employees of the Village of Massena) who elects this option. Employees must notify the Village in writing 30 days prior to the start of the Plan Year. Employees and their dependents will not be eligible under any circumstances for coverage or reimbursement for any medical costs during the Plan Year. If an employee elects to re-join the Village's health insurance plan, pre-existing conditions will be in accordance with the current plan regulations.

ARTICLE X - LIFE INSURANCE

The Village will provide life insurance to active employees as follows:

Employee -	\$15,000 (with accidental death)
Spouse -	\$6,000
Dependent -	\$1,000 (birth to six months)
	\$3,000 (+six months to nineteen years)

ARTICLE XI - JURY DUTY/SUBPEONA

SECTION 1

When an employee is required to serve on Jury Duty on a day(s) which they are scheduled to work, the employee will present a proof of service and receive their normal daily rate of pay minus the per diem allowance. This does not include mileage.

SECTION 2 - DAY SHIFT EMPLOYEES

- A. If jury duty is held in Massena, the employee will leave two hours prior to the scheduled meeting.
- B. If jury duty is held out of local area, the employee may take the day off with pay.
- C. After employee is dismissed from jury duty, they will report back to work within one hour after dismissal.
- D. Employee must bring back proof of court hearing, start and dismissal times.

SECTION 3 - SHIFT EMPLOYEES

- A. If jury duty is in Massena and employee is not used, they are to report to work at normal time.
- B. If selected and used for less than two (2) hours, employee must report to normal shift.
- C. If used more than two (2) hours, employee gets the following day off (4 o'clock shift, same day).
- D. Jury duty out of town results in employee receiving full day off.
- E. This replaces C & D for dispatchers only; eight (8) hours of rest before shift.

ARTICLE XII – LONGEVITY/SAFE DRIVING AWARDS

SECTION 1

Employees who complete five (5) years of service with the Village shall receive a one-time (non-annual) \$350.00 longevity payment.

Current employees who have completed from five (5) years, and up to nine (9) years of service with the Village shall receive a one-time (non-annual) \$350.00 longevity payment.

Employees with ten (10) years or greater service will receive longevity payments in accordance with the schedule in Section 2.

SECTION 2

Longevity shall be calculated based on completed service on or before December 1st. Payment shall be made the 1st pay period of December per the following schedule:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
10 years	\$900	\$900	\$900	\$900
15 years	\$1000	\$1000	\$1000	\$1000
20 years	\$1300	\$1300	\$1300	\$1300

SECTION 3

All safe-driving awards shall be paid in cash. Safe driving awards are defined as individual employee awards for having no chargeable accidents. Safe driving awards are not applicable to Police Dispatchers. A chargeable accident shall be defined as one caused by driver error or an accident in which the driver receives a traffic citation and/or is deemed at fault by police. An employee will not be responsible for Acts Of God or circumstances beyond their control. These payments are to be made the first full pay period in January of each contract year. Payment amounts are per Schedule D.

ARTICLE XIII - RETIREMENT

The Village will provide a retirement plan through the New York State Retirement System as follows:

Plan 75G	Tier 1
Plan 75G	Tier 2 - Employed on or after July 1, 1973, but before July 27, 1976
Plan A14	Tier 3 - Employed on or after July 27, 1976, but before September 1, 1983
Plan A15	Tier 4 - Employed on or after September 1, 1983

State law may supercede Retirement Plans.

ARTICLE XIV - VACANCIES

All permanent job vacancies shall be posted by the employer upon its official bulletin board at all work locations and provide a copy to the President of CSEA. Such postings shall apply to all permanent job vacancies within the bargaining unit and be posted for at least ten (10) days prior to the date the vacancy is to be filled on a permanent basis.

The Village shall have the right to fill such vacancies with bargaining unit employees on a temporary basis by posting. A temporary position shall not exceed the time absent by the original permanent employee. Employees requesting such vacancy shall notify the Superintendent of Public Works of such interest in writing. The vacancy shall be awarded to the individual with the best qualifications. In the event that more than one applicant is equally qualified seniority shall take precedent.

Note: There will be no DPW-dispatcher or dispatcher-DPW vacancy or transfer.

ARTICLE XV - WORK WEEK

SECTION 1

The basic maximum work week for employees in the Village departments, except seven (7) day operations, shall be a five (5) day week - Monday through Friday, consisting of daily hours from 7:00 a.m. to 4:00 p.m., which shall include a lunch hour from 12 noon to 1:00 p.m., except for emergencies, hardship cases. All employees are required to have all regular necessary work gear on prior to shift start. Management maintains the right to adjust shifts subject to the operational needs of the Village.

SECTION 1A

The pay period for employees of the bargaining unit shall be Wednesday through Tuesday.

ARTICLE XV - WORK WEEK (Continued)

SECTION 2

The basic work week for Water and Sewer Plant operators hired on or after June 1, 1999, will be Sunday through Saturday. Employees of the water and sewer plants shall receive a paid twenty-minute lunch break. The basic work week (work schedule) for the employees of water and sewer plants will consist of daily hours as follows:

Winter Schedule:

7:00 a.m. to 3:00 p.m. (Monday through Friday)
7:00 a.m. 11:00 a.m. (Weekends and Holidays)

Summer Schedule:

6:50 a.m. to 2:50 p.m. (Monday through Friday)
6:50 to 10:50 a.m. (Weekends and Holidays)

Exceptions may be made to above hours for emergencies, hardship cases, and other.

Out-of-title movement will be automatic with no formal offering necessary.

SECTION 3

For operations other than the Water and Sewer Plants, the shifts shall be:

Winter Schedule (first Wednesday after Thanksgiving to on or about mid-April)

7:00 a.m. to 4:00 p.m. (one hour unpaid lunch 12-1 p.m.)
4:00 p.m. to 12 midnight (paid lunch)
12 midnight to 8:00 a.m. (paid lunch)
1:00 p.m. to 9:00 p.m. (paid lunch)
Weekends: 8:00 a.m. to 4:00 p.m. (paid lunch)

Summer Schedule shall begin immediately following the completion of winter schedule and shall remain in effect until winter schedule begins.

Hours – Days 7:00 a.m. to 3:00 p.m. and 4 O'clock shift 3:00 p.m. to 11:00 p.m. with a twenty (20) minute lunch break

The six-(6) least senior employees in (1) Street Department and (2) Water Department shall divide the winter seasonal 4 o'clock shift. The list will start with least senior employee.

ARTICLE XV - WORK WEEK (CONTINUED)

Employees may request by seniority to work the four o'clock shift during winter schedule, provided the Superintendent is notified prior to October 30 of each year. No others will be considered after October 30. However, if two employees agree to exchange days it is allowable as long as there is no impact on overtime.

SECTION 4

When an employee is called to work, they shall be paid for all hours worked but for not less than three (3) hours. The employee shall not receive additional call-in pay during the initial three-(3) hour call-in for the same problem. This provision is not applicable when the employee is called to work prior to the start of their scheduled shift and continues to work their regular shift hours. Under these circumstances, they are paid only for total hours worked.

SECTION 5

Where there are two (2) or more employees on a job site and a coffee break occurs, one of the employees goes to get coffee, not all the employees on that job site.

SECTION 6 - EMPLOYEE RESPONSIBILITY

It is the duty and responsibility of every employee to report for their scheduled shift unless they have previously notified their immediate supervisor or designated representative of the supervisor. It is the intention that the Village not tolerate chronic absenteeism.

An employee must notify, and be granted by their supervisor, of an absence (vacation) a minimum of twenty four- (24) hours prior to shift start. Time off requested without 24-hour notification, shall be charged as a floating holiday. DPW policy shall be followed.

SECTION 7 – CIVILIAN DISPATCHERS

COMPENSATION

- A. Dispatchers shall be paid weekly.
- B. When, as a condition of the twelve (12) hour rotation, a member is scheduled for forty-eight hours in a week, pay shall be as follows: 40 hours at the hourly rate; 4 hours at time and one-half the hourly rate; 4 hours at the hourly rate carried to the next week.

ARTICLE XV - WORK WEEK (CONTINUED)

- C. When, as a condition of the 12 hour rotation, a member is scheduled for 36 hours in a week, pay shall be as follows: 36 hours at the hourly rate; 4 hours from the previous week at the hourly rate. (40 hours total). The 4 hours that are carried over from the previous week will be considered as time worked for computing overtime.

SHIFT CYCLE AND HOURS

- A. The Village of Massena agrees to implement a twenty-eight (28) day work cycle wherein all Dispatchers shall work four-twelve (12) hour shifts one week and three-twelve (12) hours shifts the next.
- B. For purposes of this agreement, the twelve (12) hour "day shift" shall run from 7:00 AM to 7:00 PM and the twelve (12) hour "night shift" from 7:00 PM to 7:00 AM. Any change, except in an emergency, will be with the agreement of both parties. For the purpose of this section, an emergency is defined as a breach of peace, public disorder, riots, floods, earthquakes, or a grave threat to human life.

SECTION 8 – TRAINING

The Village will provide training, with limitations, and at no expense to the employee, to improve knowledge of automotive systems, hydraulics, computers, etc. as approved by the Superintendent of Public Works.

ARTICLE XVI - OVERTIME, EXTRA AND TEMPORARY, ON-CALL, CALL-IN, HIGHER / LOWER CLASSIFICATION WORK

SECTION 1

Overtime shall be defined as actual hours worked over forty (40) hours per pay week, but holidays and vacation time shall be considered as time worked.

For Civilian Dispatchers, overtime will be paid at time and one-half for approved hours worked over a normal work day and normal work week.

SECTION 1A

In regards to overtime, sick leave and compensation will be considered time worked. In an abusive situation, Department of Public Works General Regulation Discipline 1 will be followed.

ARTICLE XVI - OVERTIME, EXTRA AND TEMPORARY, ON-CALL, CALL-IN, HIGHER / LOWER CLASSIFICATION WORK (CONTINUED)

SECTION 1B

For Civilian Dispatchers, holiday comp. time, sick days, vacation day, considered time worked. When call-in or overtime is available; it will be offered to the most senior dispatcher available.

SECTION 2A

For the purpose of job continuity, if employees are working on a job and overtime is evident, then the same people will continue working on that job for the remainder of the shift and/or job regardless of seniority. This section applies to lunch hour only.

Employees working regularly scheduled shifts (to include 4 o'clock shift and any shift in the winter schedule) may be required to aid in any project, regardless of classification and department.

SECTION 2B

When overtime work is to be performed, the following procedure will apply:

- A. When overtime becomes available in a department, the most senior employee within the classification working within that department shall be offered the overtime work. When overtime in the sanitation department is offered, and needs to be filled by a member of the street department, it shall be offered to the least senior employee in the street department. NOTE: Sidewalk crewmembers are exempt from refuse during sidewalk construction season.
- B. The most senior employee shall be defined as the employee with the longest continuous length of service with the Village.
 - 1. For the purpose of job continuity, if a less senior bargaining unit member is performing work in a certain capacity, i.e. flagging, paving curbing....., said person shall remain on project until work ceases for that day, without offering overtime to the most senior bargaining unit member.
- C. In the event no employee within the department is available to perform the overtime, employees in other departments shall be considered by offering the most senior employee within classification:

ARTICLE XVI - OVERTIME, EXTRA AND TEMPORARY, ON-CALL, CALL-IN, HIGHER / LOWER CLASSIFICATION WORK (CONTINUED)

- 1) For overtime in the Street Department: Street
Water
Sanitation
Shop
Plant

NOTE: For the purpose of hauling materials, street and water will be considered one department.

- 2) For overtime in the Water Department: Water
Street
Sanitation
Shop
Plant

- 3) For overtime in the Sanitation Department: Sanitation
Street
Water
Shop
Plant

NOTE: For the purpose of annual cleanup, weekends only, sanitation, street and water departments will be considered one department. Overtime will be offered by overall seniority.

- 4) For overtime in the Shop Department: Shop
Street
Water
Sanitation
Plant

- 5) For overtime in the Plant Department: Plant
Street
Water
Sanitation
Shop

D. In the event no employees are available pursuant to Section 2A, and 2B above, the Village shall have the right to hire whomever it chooses to perform the overtime work.

ARTICLE XVI - OVERTIME, EXTRA AND TEMPORARY, ON-CALL, CALL-IN, HIGHER / LOWER CLASSIFICATION WORK (CONTINUED)

- E. In the event an employee works out-of-title in an overtime capacity for one (1) hour or more, they shall be paid the higher title rate at one and one-half (1-1/2) rate for time actually worked in said capacity, except in a lower classification where employee shall be paid normal base rate of pay for that classification times one and one-half (1-1/2) for all hours worked over forty (40) hours.
- F. For all lunch periods worked, each employee will receive one hour at time and one half their normal hourly rate of pay plus a twenty minute lunch break or shall be allowed to leave early without overtime compensation for worked lunch.

SECTION 3

When out-of-title work is offered by management, the following procedure will apply:

- A. Most senior employee within the department in the next higher or lower title (whichever is applicable) shall be offered such work, except in the refuse department. When needed in the refuse department, the least senior employee within the street department working normal schedule shall be placed in the refuse department. In extraordinary circumstances, alternating least senior employee from streets and water will be placed in the refuse department.
- B. In the event no employee is available within the department, the employee shall be chosen by classification Village-wide and, if no employee is still available, then to all qualified employees Village-wide.
- C. In the event no employee is available pursuant to Section 3A and 3B above, the Village shall have the right to hire whomever it chooses to perform such work.
- D. All employees who are selected for such out-of-title work, must be qualified to perform such duties in the opinion of management.
- E. Out-of-title pay will be treated as promotion on a temporary basis pursuant to Article III, Section 3. To be eligible for out-of-title pay, an employee must work one or more hours. Employees required to fulfill duties of lower job titles shall receive their regular rate of pay.
- F. Out-of-title pay to include, i.e.:

Heavy Equipment Operator - loader, grader, dozer, roller
Maintenance Repairman II - mason work

ARTICLE XVI - OVERTIME, EXTRA AND TEMPORARY, ON-CALL, CALL-IN, HIGHER / LOWER CLASSIFICATION WORK (CONTINUED)

SECTION 4 - ON-CALL AND CALL-IN

The Village pledges itself to a policy of trying not to inconvenience employees anymore than absolutely necessary in regards to requesting employees to be "on-call."

The Village agrees to pay time and one-half (1-1/2) for all hours worked outside the normal shift when an employee is called in on short notice to report to work. (i.e., if an employee is called in at midnight to report to work at 2:00 a.m., the employee receives time and one-half until the normal shift begins.) Employee must however, complete their shift prior to being paid additional overtime pay. Employees will have the option to leave after eight- (8) hours worked (subject to the needs of the Village).

The Village retains the right to "reschedule" employees to come in at 2:00 a.m. (considering the above example) without overtime premium if they are notified of that need nine (9) hours before reporting for work.

When a call-in is required in a department, employees shall be called in by order of the most senior qualified employee within that department, regardless of classification. During winter schedule, for the purpose of plowing and sanding, the street and water departments, to include members of the permanent four o'clock shift, will be considered one department. Intent is not to eliminate junior employees who have regular plow routes, providing the entire plowing crew is being called in. However, in emergency/priority situations, i.e. water department needing to repair breaks and leaks, this clause/paragraph does not apply and management decisions will be based on and subject to the needs of the village. If a call-in is required within (3) hours prior to a scheduled shift, call-in shall be according to seniority for the shift coming in.

In the event of a sewer call-in, the sewer foreman will be called in first. In addition, the most senior employee available within that department will be called in to assist, if any action is required.

SECTION 5

Management's right to adjust schedule for extraordinary situation as in Section 4 above.

SECTION 6

The employer will supply to each employee the following safety equipment and replace it as needed, with the exception of steel toe safety boots.

SAFETY TOE BOOTS: Each bargaining unit employee must supply and wear OSHA approved steel toe boots when on Village property or projects. The boots will be replaced, by the employee, if deemed necessary by the Superintendent of Public Works.

ARTICLE XVI - OVERTIME, EXTRA AND TEMPORARY, ON-CALL, CALL-IN, HIGHER / LOWER CLASSIFICATION WORK (CONTINUED)

New employees must obtain safety toe boots at the time of employment. If an employee is unable to obtain safety boots at the time of employment, the Village will provide the boots and the employee will reimburse the Village over four payroll deductions.

RAIN GEAR: Rain boots, pants, and jackets will be supplied to each employee and replaced as needed.

SAFETY GLASSES: The employer will replace all prescription safety glasses if damaged or broken on the job through no negligence of the employee, at no cost to the employee; cost will not be borne by the vision insurance. The employee will be responsible if the prescription safety glasses are broken or damaged off the job.

Village will provide one pair of coveralls per employee every two years, or as needed, subject to the discretion of the Superintendent of Public Works.

UNIFORMS

Dispatcher uniforms will be purchased by the Village and maintained by the employee. Two (2) sets of uniforms will be provided on the date of hire, and one (1) additional set will be provided on first (1st) anniversary. Uniforms will be replaced by the Village as needed, determination by Chief of Police.

SECTION 7

If the Village of Massena is legally responsible for all fines because of tickets received by employees for driving an overloaded Village truck, the Village will be responsible for payment of such fines.

SECTION 8

Any bargaining unit member may be utilized up to three (3) hours at the end of their shift without call-in. (i.e. anyone on 4-12 shift may be utilized until 3:00 a.m. without calling anyone else in, regardless of department or classification).

ARTICLE XVII - GRIEVANCE PROCEDURE

Should an employee feel that they have been treated unjustly, their representative may present their grievance to the proper representative of the Village who will give it prompt and thorough consideration. This may include any differences of opinion or dispute between representatives of the Village and the CSEA representatives regarding interpretation or operation of any provision of this Agreement. Department of Public Works General Regulations and grievance procedure will be followed.

ARTICLE XVII - GRIEVANCE PROCEDURE (CONTINUED)

STEP I: An employee who alleges to have a grievance shall present his grievance to the department head or their representative, in writing, within seven (7) working days after the grievance occurs. All employees are encouraged to discuss alleged grievances with the department head prior to the filing of written grievances. Any grievance not filed within seven (7) working days of the date of occurrence shall be deemed abandoned.

The department head or their representative shall give answer to said grievance within five (5) working days. If no answer is given or if the grievance is not satisfactorily settled, the grievant may proceed to Step II.

STEP II: The grievance may be appealed to the Village Board. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating thereto. The Village Board or its representative shall hold a hearing within seven (7) working days after receiving the request and supporting facts from the employee. The Village Board shall render its written decision within seven (7) working days after the close of the hearing.

The time limits stipulated above may be extended by mutual agreement of the parties concerned.

STEP III: Failing satisfactory adjustment, the grievant may proceed to arbitration by giving written notice to the Village Board within ten (10) working days following the Board's written decision of its intent to arbitrate. The Union will petition PERB for a list of arbitrators to be sent to the respective parties once CSEA, Inc. has provided legal assistance for the grievance.

However, any discipline letter that is entered into an employee's file will be removed after an 18-month period, providing the employee does not repeat that same infraction during that 18-month period. (Except traffic infractions, drug and alcohol and all felony convictions, which are to remain indefinite and utilized as such)

When a grievance is settled or withdrawn at any step by the Union or by Management, a written reply will be furnished to acknowledge grievance settlement.

ARTICLE XVIII - ARBITRATION

SCOPE: Not all grievances are subject to arbitration. The scope of arbitration and the jurisdiction of the arbitrator are defined under "Jurisdiction of the Arbitrator."

Grievances may be submitted to arbitration after the grievance procedure has been exhausted, subject to the following principles and procedures.

DUTIES OF THE ARBITRATOR: It shall be the duty of the arbitrator to hear disputes on subjects within his jurisdiction certified to him the CSEA or by the Village Board after

ARTICLE XVIII – ARBITRATION - CONTINUED

the grievance procedures of the agreement have been exhausted. Such hearings shall be held in Massena, New York, unless another place is unanimously designated by the Village Board. The arbitrator will hear a case or cases in full with findings of fact, conclusions, and recommendations and shall render a decision which shall be final and binding upon the parties.

JURISDICTION OF THE ARBITRATOR:

- A. The arbitrator shall regard the provisions of this agreement as the basic principles and fundamental law governing the relationship of the parties. The arbitrator's function is to interpret the provisions of this agreement and to decide cases of alleged violations of such provisions. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this agreement as it exists from time to time, or any provisions therein, nor entertain jurisdiction of any subject matter not covered thereby (except to the extent necessary to determine his jurisdiction). The parties acknowledge the rights of the Village Board to establish pay rates for positions created during the life of this agreement.
- B. Whenever the arbitrator determines that the subject of dispute is, or a decision or award thereon would be beyond his jurisdiction or would contravene this section, he shall dispose of the case by reducing such determination to writing and may then refer the dispute to the parties.

COSTS: The compensation and expenses of each party's representative or representatives shall be borne by such party. The compensation and expenses of the arbitrator shall be borne equally by the parties.

RULES: The arbitrator shall make such rules and regulations for the conduct of his business as do not conflict with these provisions.

ARTICLE XIX - RECIPROCAL RIGHTS

The Village recognizes the right of the employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this agreement, and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Board of Trustees upon the request of the employees.

The Union President is to be furnished a copy, at no cost, of all bulletin board memorandums concerning union workers or workers covered under union contract.

ARTICLE XIX - RECIPROCAL RIGHTS (Continued)

SECTION 1

The Village shall so administer its obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

SECTION 2

The Massena Unit CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Village, subject to the approval of the contents of such notices and communications by the Mayor or designee. The officers and agents of the Massena Unit CSEA shall have the right to visit the Village's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement. Understanding of order according to merit.

ARTICLE XX - MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Village of Massena are retained by it, including but not limited to: the right to determine the mission, purposes, objectives and policies of the Village, to determine the facilities, methods, means and number of personnel required for the conduct of Village programs; to administer the merit system, including the examination selection, recruitment, hiring, appraisal, training, retention, promotions, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE XXI - LEGAL RIGHTS

Nothing in this Agreement shall be construed as waiving any right or protection granted to the Village, the CSEA, or any employee under any applicable Federal or State law.

ARTICLE XXII - JOINT LABOR MANAGEMENT COMMITTEE

The Village agrees to the setting up of a committee with the Village Board and supervision representation which will meet monthly with an equally weighted union committee selected by the Unit President, to meet and confer at regular intervals (i.e., last Thursday of month with respect to contract matters and/or safety of employees and equipment) regarding substantive matters.

ARTICLE XXII - JOINT LABOR MANAGEMENT COMMITTEE
(CONTINUED)

- A. Development of EAP program.
- B. FHWA Regulations & CDL Requirements.

ARTICLE XXIII - DEPARTMENTS AND LAYOFFS

Separate departments within the Department of Public Works shall be:

- 1. Street Department
- 2. Water Department
- 3. Water and Sewer Plants
- 4. Equipment Maintenance Department (Shop Mechanics)
- 5. Garbage Crew
- 6. Civilian Dispatchers.

With an assignment of thirty (30) or more continuous calendar days to a department, an employee shall be considered to be a member of that department. Transfer back to their original department may be accomplished in one day.

LAYOFF PROCEDURE:

- A. Layoff to be according to seniority within the departments listed below:
 - 1. Street (1), Water (2), Garbage (5) (consider as one department)
 - 2. Water and Sewer Plants
 - 3. Shop Mechanics
 - 4. Civilian Police Dispatchers.
- B. Civil Service appointment takes precedence over seniority.
- C. Village shall determine the departments (1, 2, 3, or 4 as above) where layoffs shall occur.
- D. Call back procedure will start with the most senior employee laid off and proceed down the list until all callbacks are completed.
- E. Any employee laid off and returned to work within the time of service before layoff will return to original place on the seniority list.
- F. Under layoff conditions, Department of Public Works management shall displace least senior employees according to contract seniority and department.
- G. Dispatchers shall be an exclusive department, #4, for layoff and call back.

ARTICLE XXIV - SAFETY

The Department of Public Works Safety Committee shall meet monthly. There shall be a general safety meeting of all D.P.W. employees every ninety- (90) days. It is understood that all meetings and discussions are to be held during regular working hours for day shift employees. The minutes of the meeting shall be made available for the 4 o'clock and midnight shifts to review during their regular working hours. Meeting for those groups will not be regularly held unless the Superintendent mandates a meeting which is to be conducted during working hours.

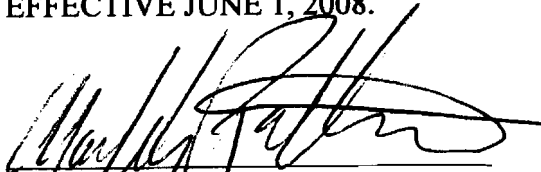
For Police Dispatchers the Police Safety Program will prevail.

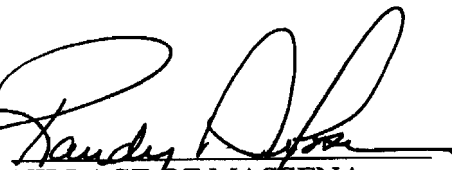
ARTICLE XXV - PERIOD OF AGREEMENT


This Agreement shall be in effect from June 1, 2008, until midnight May 31, 2012.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

THIS AGREEMENT SIGNED THIS 21 DAY OF OCTOBER, 2008 AND IS EFFECTIVE JUNE 1, 2008.


VILLAGE OF MASSENA EMPLOYEE
UNIT CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., 8407 UNIT
PRESIDENT


VILLAGE OF MASSENA,
MAYOR


VILLAGE OF MASSENA EMPLOYEE
UNIT CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LRS

SCHEDULE A**CONTRACT YEAR 2008-2009**

<u>GRADE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
4	\$9.21	\$9.51	\$9.80	\$10.10	\$10.40	\$10.69
5	\$11.74	\$12.07	\$12.39	\$12.72	\$13.05	\$13.37
6	\$12.07	\$12.39	\$12.72	\$13.05	\$13.37	\$13.70
7	\$12.39	\$12.72	\$13.05	\$13.37	\$13.70	\$14.03
8	\$12.72	\$13.05	\$13.37	\$13.70	\$14.03	\$14.35
9	\$16.92	\$17.25	\$17.57	\$17.87	\$18.17	\$18.80
10	\$17.25	\$17.57	\$17.87	\$18.20	\$18.46	\$19.13
11	\$17.57	\$17.87	\$18.20	\$18.53	\$18.81	\$19.47
12	\$17.87	\$18.20	\$18.53	\$18.84	\$19.13	\$19.84
13	\$18.20	\$18.53	\$18.84	\$19.17	\$19.47	\$20.22
14	\$18.53	\$18.84	\$19.17	\$19.49	\$19.77	\$20.60
15	\$18.84	\$19.17	\$19.49	\$19.82	\$20.22	\$21.01
16	\$19.17	\$19.49	\$19.82	\$20.12	\$20.60	\$21.44
17	\$19.82	\$20.12	\$20.44	\$20.77	\$21.32	\$22.09
18	\$20.44	\$20.77	\$21.08	\$21.41	\$22.00	\$22.69
19	\$21.08	\$21.41	\$21.74	\$22.06	\$22.54	\$23.37
20	\$21.74	\$22.06	\$22.39	\$22.71	\$23.20	\$24.02
21	\$22.39	\$22.71	\$23.04	\$23.37	\$23.85	\$24.67

SCHEDULE A

CONTRACT YEAR 2009-2010

<u>GRADE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>4</u>	\$9.53	\$9.84	\$10.15	\$10.45	\$10.76	\$11.07
<u>5</u>	\$12.15	\$12.49	\$12.83	\$13.17	\$13.50	\$13.84
<u>6</u>	\$12.49	\$12.83	\$13.17	\$13.50	\$13.84	\$14.18
<u>7</u>	\$12.83	\$13.17	\$13.50	\$13.84	\$14.18	\$14.52
<u>8</u>	\$13.17	\$13.50	\$13.84	\$14.18	\$14.52	\$14.85
<u>9</u>	\$17.51	\$17.85	\$18.19	\$18.50	\$18.81	\$19.46
<u>10</u>	\$17.85	\$18.19	\$18.50	\$18.84	\$19.11	\$19.80
<u>11</u>	\$18.19	\$18.50	\$18.84	\$19.17	\$19.47	\$20.15
<u>12</u>	\$18.50	\$18.84	\$19.17	\$19.50	\$19.80	\$20.54
<u>13</u>	\$18.84	\$19.17	\$19.50	\$19.84	\$20.15	\$20.93
<u>14</u>	\$19.17	\$19.50	\$19.84	\$20.17	\$20.46	\$21.32
<u>15</u>	\$19.50	\$19.84	\$20.17	\$20.51	\$20.93	\$21.74
<u>16</u>	\$19.84	\$20.17	\$20.51	\$20.82	\$21.32	\$22.19
<u>17</u>	\$20.51	\$20.82	\$21.16	\$21.50	\$22.06	\$22.86
<u>18</u>	\$21.16	\$21.50	\$21.82	\$22.16	\$22.77	\$23.48
<u>19</u>	\$21.82	\$22.16	\$22.50	\$22.83	\$23.33	\$24.18
<u>20</u>	\$22.50	\$22.83	\$23.17	\$23.51	\$24.01	\$24.86
<u>21</u>	\$23.17	\$23.51	\$23.85	\$24.18	\$24.68	\$25.54

SCHEDULE A

CONTRACT YEAR 20010-2011

<u>GRADE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
4	\$9.86	\$10.18	\$10.50	\$10.82	\$11.14	\$11.46
5	\$12.58	\$12.93	\$13.28	\$13.63	\$13.98	\$14.33
6	\$12.93	\$13.28	\$13.63	\$13.98	\$14.33	\$14.67
7	\$13.28	\$13.63	\$13.98	\$14.33	\$14.67	\$15.02
8	\$13.63	\$13.98	\$14.33	\$14.67	\$15.02	\$15.37
9	\$18.13	\$18.48	\$18.83	\$19.15	\$19.47	\$20.14
10	\$18.48	\$18.83	\$19.15	\$19.50	\$19.78	\$20.49
11	\$18.83	\$19.15	\$19.50	\$19.85	\$20.15	\$20.85
12	\$19.15	\$19.50	\$19.85	\$20.18	\$20.49	\$21.26
13	\$19.50	\$19.85	\$20.18	\$20.53	\$20.85	\$21.66
14	\$19.85	\$20.18	\$20.53	\$20.88	\$21.17	\$22.07
15	\$20.18	\$20.53	\$20.88	\$21.23	\$21.66	\$22.50
16	\$20.53	\$20.88	\$21.23	\$21.55	\$22.07	\$22.96
17	\$21.23	\$21.55	\$21.90	\$22.25	\$22.84	\$23.66
18	\$21.90	\$22.25	\$22.59	\$22.93	\$23.56	\$24.30
19	\$22.59	\$22.93	\$23.28	\$23.63	\$24.15	\$25.03
20	\$23.28	\$23.63	\$23.98	\$24.33	\$24.85	\$25.73
21	\$23.98	\$24.33	\$24.68	\$25.03	\$25.55	\$26.43

SCHEDULE A**CONTRACT YEAR 2011-2012**

<u>GRADE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
4	\$10.21	\$10.54	\$10.87	\$11.20	\$11.53	\$11.86
5	\$13.02	\$13.38	\$13.74	\$14.10	\$14.47	\$14.83
6	\$13.38	\$13.74	\$14.10	\$14.47	\$14.83	\$15.19
7	\$13.74	\$14.10	\$14.47	\$14.83	\$15.19	\$15.55
8	\$14.10	\$14.47	\$14.83	\$15.19	\$15.55	\$15.91
9	\$18.76	\$19.12	\$19.48	\$19.82	\$20.15	\$20.84
10	\$19.12	\$19.48	\$19.82	\$20.18	\$20.47	\$21.21
11	\$19.48	\$19.82	\$20.18	\$20.54	\$20.86	\$21.58
12	\$19.82	\$20.18	\$20.54	\$20.89	\$21.21	\$22.00
13	\$20.18	\$20.54	\$20.89	\$21.25	\$21.58	\$22.42
14	\$20.54	\$20.89	\$21.25	\$21.61	\$21.91	\$22.84
15	\$20.89	\$21.25	\$21.61	\$21.97	\$22.42	\$23.29
16	\$21.25	\$21.61	\$21.97	\$22.31	\$22.84	\$23.77
17	\$21.97	\$22.31	\$22.67	\$23.03	\$23.64	\$24.49
18	\$22.67	\$23.03	\$23.38	\$23.74	\$24.39	\$25.16
19	\$23.38	\$23.74	\$24.10	\$24.46	\$25.00	\$25.91
20	\$24.10	\$24.46	\$24.82	\$25.18	\$25.72	\$26.63
21	\$24.82	\$25.18	\$25.55	\$25.91	\$26.44	\$27.35

SCHEDULE "B"
GRADE ASSIGNMENT BY JOB CLASSIFICATION

<u>CLASSIFICATION</u>	<u>GRADE</u>
POLICE DISPATCHER	5
GENERAL LABORER	5
EQUIPMENT OPERATOR (LIGHT)	9
EQUIPMENT OPERATOR (CLASS A) CDL LICENSE	11
EQUIPMENT OPERATOR (HEAVY)	10
EQUIPMENT OPERATOR - (FULLTIME STREET/WATER BACKHOE)	13 note
RESERVED	6
RESERVED	7
RESERVED	8
SANITATION WORKER (W/OPERATOR LICENSE)	10
SEWER FOREMAN (WORKING FOREMAN)	11
SEWER MAINTENANCE MAN	10
MAINTENANCE REPAIRMAN II	14
MAINTENANCE REPAIRMAN I	14
LABOR FOREMAN (WORKING FOREMAN 4 O'CLOCK)	14 note
ASSISTANT STREET FOREMAN	17 note
CARPENTER	14
AUTOMOTIVE MECHANIC HELPER	13 note
MECHANIC	14 note
MECHANIC FOREMAN	17
WATER DEPARTMENT ASSISTANT FOREMAN	14 note
WATER METER READER	13
ELECTRICIAN	14
AUTO BODY REPAIRMAN/PAINTER	13
SIDEWALK CREW FOREMAN (SEASONAL)	17 note
SIDEWALK CREWMAN (SEASONAL)	14 note

Note; Grade allocations will be implemented effective January 1, 2005

WATER-SEWER PLANTS:

PLANT OPERATOR TRAINEE	13
PLANT OPERATOR	17
CHIEF PLANT OPERATOR	18
LAB TECHNICIAN	19
LAB TECHNICIAN (W/OPERATOR DUTIES)	20
LAB DIRECTOR	21

SCHEDULE "B"
GRADE ASSIGNMENT BY JOB CLASSIFICATION (CONTINUED)

THE VILLAGE AGREES THAT EMPLOYEES WHO FEEL THAT THEY ARE ENTITLED TO AN UPGRADING OR REALLOCATION SHALL BE ALLOWED TO PREPARE A REQUEST FOR CHANGE OF ALLOCATION FORM DURING THE PERIOD OF SEPTEMBER 1 TO SEPTEMBER 30. THE EMPLOYEE SHALL SUBMIT ONE COPY TO THEIR DEPARTMENT HEAD AND ONE COPY TO THE UNIT PRESIDENT. SUCH REQUEST FOR GRADE REALLOCATION SHALL BE DISCUSSED WITH THE VILLAGE BOARD. DECISION ON GRADE REALLOCATIONS SHALL BE MADE IN WRITING IN JANUARY FOR IMPLEMENTATION IN THE SUBSEQUENT BUDGET YEAR.

SCHEDULE C

SICK BANK CRITERIA

1. Recipient must be pool member. New hires to be considered a member but must contribute one day the following January.
2. Membership will be all fulltime bargaining unit members who contribute to the pool.
3. Each fulltime employee pool member will contribute one sick day in January of each year if pool drops below 200 days.
4. If the pool reaches a low of 30 days, each member will contribute an additional day.
5. Requests for sick time should be made in writing to the CSEA President, or their designee, five days prior to need.
6. A five-member committee, including the President of CSEA, shall be established to determine membership, grant sick time awards, and administer the sick bank. The Committee will be appointed by the CSEA President.
7. Written notification of awards will be made by the CSEA President to the Superintendent and the Village Clerk within three days of the decision.
8. Any request denied by the Committee may be appealed to a vote of the full membership of the Union. The membership vote is final. One third of members must be present for vote.
9. To receive bank days, you must have used all sick time, all floating holidays, and all vacation, with the exception of one week (40 hours).
10. You must be off work at least five consecutive days to draw from the pool.
11. Any time requested in excess of 15 days will be re-evaluated by the Committee at each 15-day interval.
12. Members will pay back one day for each five days of sick time used. Pay back will begin six months after the employee returns to work.
13. In cases where an abuse of sick time is apparent, the committee may refuse an award on that basis.
14. This criteria will remain in effect for at least the length of the contract or as mutually agreed to between the parties.

SCHEDULE D

ZERO LOST TIME AWARDS

No sick leave taken during the year.

No lost time due to workman's compensation claims.

No sick time and no compensation claims awards are separate.

Years do not have to be consecutive.

Civilian Police Dispatchers will qualify for no sick leave and no compensation claims awards.

<u># OF YEARS</u>	<u>SICK LEAVE</u>	<u>COMP</u>	<u>TOTAL AWARD</u>
15	\$175	\$25	\$200
14	165	25	190
13	155	25	180
12	145	25	170
11	135	25	160
10	125	25	150
9	115	25	140
8	105	25	130
7	95	25	120
6	85	25	110
5	75	25	100
4	70	25	95
3	65	25	90
2	60	25	85
1	55	25	80

SAFE DRIVING AWARDS

No chargeable accidents.

5 CONSECUTIVE YEARS	\$50.00
10 CONSECUTIVE YEARS	\$75.00
15 CONSECUTIVE YEARS	\$100.00
20 CONSECUTIVE YEARS	\$150.00

SCHEDULE E

DEPARMENT OF PUBLIC WORKS GENERAL REGULATIONS

These regulations apply to Police Dispatchers unless there is a conflict with Police Department Policy, which shall prevail.

1. REGULAR ATTENDANCE

Habitual absenteeism will not be tolerated.

Discipline will be as follows:

1 st offense	Written warning
2 nd offense	3 day suspension
3 rd offense	Discharge

2. PUNCTUALITY

All employees are required to be punched in and out at the beginning of shift, lunch, and end of shift. Discipline will be as in Regulation #1.

3. UNEXCUSED ABSENCE

When it is necessary for you to be absent from work, you must obtain permission from your Supervisor. Notification failure and/or lack of justification for the absence will be cause for discipline.

Discipline will be as in Regulation #1.

4. FALSIFICATION OF ABSENCE

An employee who falsified an absence will be subject to discharge.

5. TIME CARDS

Under no circumstances shall any employee punch or have in their possession the time card of another employee. Such an act will be construed as an attempt to falsify time records.

Discipline will be immediate discharge.

6. INSUBORDINATION/REFUSAL TO DO ASSIGNED WORK

Any employee refusing to perform their assigned work shall be disciplined as follows:

1 st offense	3 day suspension
2 nd offense	Discharge

SCHEDULE E

DEPARTMENT OF PUBLIC WORKS GENERAL REGULATIONS (CONTINUED)

7. UNSATISFACTORY WORK

(Including but not limited to damage to equipment, property, and injury to fellow employee). Discipline will be as follows:

1 st offense	Verbal Warning	3 rd offense	3 day suspension
2 nd offense	Written warning	4 th offense	Discharge

In cases of negligence and carelessness resulting in injury to a fellow employee or damage to equipment or material, discipline will be immediate discharge.

8. THREATENING OR ABUSIVE LANGUAGE/IMPROPER CONDUCT

Any employee guilty of these offenses will be subject to discharge.

9. MALICIOUS DAMAGE

Such damage to the property of a fellow employee or to Village equipment and/or property will not be tolerated. Discipline will be immediate discharge.

10. LEAVING WORK AREA

An employee must not leave their work area without their Foreman's consent or depart from their work area before the established quitting time.
Discipline shall follow the progression of Regulation #7.

11. COFFEE BREAK

Overextended coffee breaks will not be tolerated. Any individual guilty of this shall be disciplined according to Regulation #7 procedure.

12. INTOXICANTS/NARCOTICS

An employee found at any work location with the above in their possession (including personal or lockers) will be discharged. An employee believed to be under the influence of intoxicants or narcotics at the time they report for work or while at work, will be immediately suspended. The following policy will then apply:

- 1st offense - Written warning plus suspension of that shift or remainder thereof.
- 2nd offense - 3 day suspension plus suspension of that shift or remainder thereof.
- 3rd offense - Immediate discharge.

SCHEDULE E

**DEPARTMENT OF PUBLIC WORKS GENERAL REGULATIONS
(CONTINUED)**

13. THEFT

Theft of any nature will not be tolerated. Employees guilty of this infraction will be immediately discharged.

14. FALSE STATEMENT OR FALSE TESTIMONY

False statements made for the purpose of securing or falsifying Department records in any manner shall be sufficient cause for immediate discharge.

15. FIGHTING, ATTACKING OR ASSAULTING

Fighting between two or more employees while on duty or while on DPW ground or work site will be sufficient cause for immediate suspension of all parties involved pending a thorough investigation by DPW. Any employee found guilty of being the aggressor in a fight, attack, or assault will be subject to discharge, and in cases where the conduct of more than one employee was of an aggressive nature and led to such an incident, all employees so involved will be subject to discharge.

16. SAFETY RULES

All employees shall be required to comply with General DPW Safety Rules. Violators are subject to discipline. Discipline will be as in Regulation #7.

17. HORSEPLAY

Horseplay on DPW grounds or project sites will not be permitted. Those employees guilty of this infraction will be disciplined as follows:

1 st offense - Verbal warning	3 rd offense - 3 days suspension
2 nd offense - Written warning	4 th offense - Discharge

Discipline may exceed the above if the nature of the occurrence warrants more severe action.

18. SLEEPING ON THE JOB

In instances where an employee is found asleep on their work shift the following system of discipline will be followed:

1 st offense - Written warning
2 nd offense - 3 day suspension
3 rd offense - Discharge

SCHEDULE E

**DEPARTMENT OF PUBLIC WORKS GENERAL REGULATIONS
(CONTINUED)**

19. BULLETIN BOARDS

Bulletin boards are provided in convenient locations and are used to communicate numerous matters. Each employee is responsible for knowledge of information, regulations and/or instructions that appear thereon.

20. GAMBLING

Gambling on village property is strictly prohibited.

NOTHING IN THIS AGREEMENT SHALL LIMIT THE RIGHT OF THE VILLAGE TO DEMOTE OR DISCHARGE ANY EMPLOYEE AT ANY TIME FOR JUST CAUSE.

ANY EMPLOYEE DISCHARGED OR DEMOTED FOR JUST CAUSE SHALL BE GIVEN COMPLETE INFORMATION AS TO THE REASON OR REASONS THEREOF AT THE TIME OF SUCH ACTION. ANY EMPLOYEE WHO MAY FEEL THAT THEY HAVE BEEN UNJUSTLY TREATED SHALL HAVE THE RIGHT TO PRESENT THE MATTER AS A GRIEVANCE.

TERMINATION OF ANY EMPLOYEE SERVING A PROBATIONARY PERIOD SHALL NOT BE SUBJECT TO GRIEVANCE.

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